

1990

Heslop v. Bank of Utah : Unknown

Utah Supreme Court

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BRIEF

ET NO.



900532

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November 9, 1991

THE VALLEY TOWER, 50 WEST 300 SOUTH, SUITE 900, SALT LAKE CITY, UTAH 84101

Geoffrey J. Butler
Clerk, Utah Supreme Court
332 State Capitol Building
Salt Lake City, Utah 84114

FILED

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CLERK SUPREME COURT
UTAH

Re: Heslop v. Bank of Utah
Civil No. 900532
U.R.A.P. 24 (j) Response

Dear Mr. Butler:

I am writing in response to the Bank of Utah's Rule 24 (j) letter dated November 7, 1991. In WINTER v. NORTHWEST PIPELINE CORP., 172 Utah Adv. Rep. 15, _____ P.2d _____ (Utah 1991) [Filed October 30, 1991], the majority opinion stated:

This Court has recognized a public policy exception to the at-will employment doctrine, but Winter offers no authority or legal analysis for the proposition that his termination violated public policy.² [emphasis added]

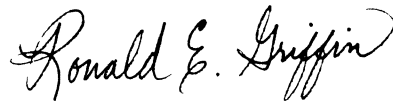
Id. at 16. The majority opinion further stated in footnote 2:

Although he cites no authority, Winter correctly argues that there is a public policy exception to an at-will employment relationship. See Hodges v. Gibson Products, 811 P.2d 151,164 (Utah 1991); Loose v. Nature-All Corp., 785 P.2d 1096, 1097 (Utah 1989); Berube v. Fashion Centre, Ltd., 771 P.2d 1033, 1043 (Utah 1989). The area of the law he invokes is clearly in a state of development, and at this time, there are no established fundamental rules of law in this jurisdiction that support his claims. Although his claim might have a basis in law, we have never decided a case that could be construed as authority for providing him relief on the issue presented. [emphasis added]

Id. at 17 n. 2.

I have enclosed nine (9) copies with this original response in accordance with Rule 24(j).

Very truly yours,

A handwritten signature in cursive script that reads "Ronald E. Griffin".

Ronald E. Griffin
Attorney for Ivan J. Heslop

REG/sn

cc: Glenn C. Hanni, Esq.
Stuart H. Schultz, Esq.